

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
KOLMAR GROUP AG,

Plaintiff,

- against -

GILKES HOLDING GROUP, LTD. a/k/a
GILKES HOLDING GROUP, INC. a/k/a
GILKES HOLDING and
ELCHIN MAMMADOV,

Defendants.
-----X

09 Civ. 3229 (KPC)

ECF CASE

**DECLARATION OF DARIN L. CALLAHAN
IN SUPPORT OF PLAINTIFF'S REQUEST FOR
CLERK'S CERTIFICATE AND ENTRY OF DEFAULT**

Darin L. Callahan declares under penalty of perjury of the laws of the United States of America as follows:

1. I am an attorney with the law firm Lennon, Murphy & Lennon, LLC, counsel to the Plaintiff herein, KOLMAR GROUP AG, (hereinafter "Plaintiff"). I have personal knowledge of the matters stated herein. I submit this Declaration in Support of Plaintiff's Request for a Certificate of Default against Defendant ELCHIN MAMMADOV (hereinafter "Defendant").

2. I certify that Defendant, the party against whom a notation of default is sought, is not an infant, in the military, or an incompetent person.

3. I further certify the Defendant has failed to plead or otherwise defend in the action.

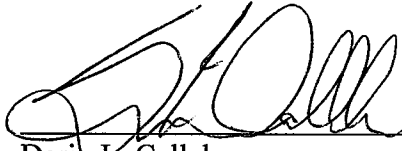
4. Defendant has failed to make an appearance with the Court.

5. I also certify that the pleadings to which no formal response has been made, particularly the Summons, Complaint, Ex-Parte Order, and Process of Maritime Attachment, were properly served on Defendant by FedEx express courier service on June 17, 2009. *See Affidavit of Service annexed hereto as Exhibit "1."*

6. FedEx confirmed that the package containing the above documents was delivered to the Defendant's address and signed for on June 22, 2009. *See Exhibit "1."*

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 30, 2009



Darin L. Callahan

Exhibit 1

LENNON, MURPHY & LENNON LLC
 Attorneys for Plaintiff
 KOLMAR GROUP AG
 Patrick F. Lennon
 Kevin J. Lennon
 Anne C. LeVasseur
 The GrayBar Building
 420 Lexington Avenue, Suite 300
 New York, NY 10170
 (212) 490-6050 - phone
 (212) 490-6070 - facsimile

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X		
KOLMAR GROUP AG,	:	09 Civ. 3229 (PKC)
	:	
Plaintiff,	:	ECF CASE
	:	
- against -	:	
	:	
GILKES HOLDING GROUP, LTD. a/k/a	:	
GILKES HOLDING GROUP, INC. a/k/a	:	
GILKES HOLDING and	:	
ELCHIN MAMMADOV,	:	
	:	
Defendants.	:	
-----X		

AFFIDAVIT OF SERVICE

State of Connecticut)
) ss: Town of Southport
 County of Fairfield)

KEVIN J. LENNON, having been duly sworn, deposes and states the following under oath:

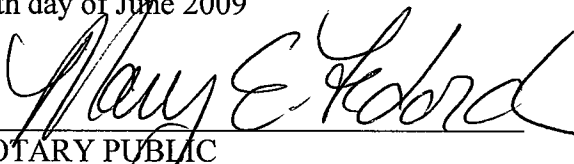
1. I am a member in good standing of the Bar of this Court and an attorney in the law firm of Lennon, Murphy & Lennon, LLC, which represents the interests of the Plaintiff herein.

2. Notice of the Plaintiff's maritime attachment, including a copy of the Plaintiff's Verified Complaint and all other pleadings entered in this matter, including a copy of the Notice of Initial Conference set for June 24, 2009, was provided to the Defendant ELCHIN MAMMADOV on or about June 17, 2009 in conformity with Local Admiralty Rule B.2. *See Exhibit 1 attached.*

Dated: June 25, 2009


Kevin J. Lennon

Sworn to and subscribed before me this
25th day of June 2009


NOTARY PUBLIC

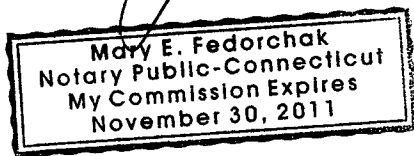


EXHIBIT 1



Lennon,
Murphy &
Lennon, LLC

ATTORNEYS AT LAW

The GrayBar Building
420 Lexington Ave., Suite 300
New York, NY 10170
phone (212) 490-6050
fax (212) 490-6070

www.lenmur.com

Tide Mill Landing
2425 Post Rd., Suite 302
Southport, CT 06890
phone (203) 256-8600
fax (203) 256-8615

mail@lenmur.com

June 17, 2009

Via Facsimile: 011 991 412 461 2464

Via E-mail: emammadov@gilkesholding.com

Via Express Courier

Mr. Elchin Mammadov
Bagdat Caddesi Cam
Apt. No 285, Saire 6
Caddebostaul Kadikoy
Istambul
Turkey

Via Registered Mail, return receipt requested

Mr. Elchin Mammadov
c/o Gilkes Holding Group Ltd.
P.O. Box 3312
Drake Chambers
Tortola
British Virgin Islands

**Re: Kolmar Group AG. v. Gilkes Holding Group, Ltd. a/k/a Gilkes Holding Group, Inc.
a/k/a Gilkes Holding and Elchin Mammadov
Docket Number: 09 Civ. 3229
Our File Number: 1861-09**

Dear Sir or Madam:

We represent the Plaintiff Kolmar Group AG., in the above referenced lawsuit. We write to advise you that pursuant to an Ex Parte Order of Maritime Attachment and Garnishment issued in the above referenced lawsuit, your property was attached at the following banks in New York.

Wachovia, in the amount of \$4,155 on or about June 2, 2009
Citibank, in the amount of \$880 on or about June 2, 2009
Citibank, in the amount of \$1022.16 on or about April 27, 2009
BNP Paribas, in the amount of \$1000 on or about June 1, 2009

Please find enclosed with this letter the following pleadings/documents: Summons, Complaint, Affidavit in Support, 7.1 Disclosure Statement, Order for Process of Maritime Attachment and Garnishment; Process of Maritime Attachment and Garnishment and also the Individual Rules for Honorable Kevin P. Castel.

Please also find enclosed an Order Scheduling Initial Pretrial Conference on June 24, 2009 at 10:45 a.m. in Courtroom 12C at the United States Courthouse, 500 Pearl Street, New York, New York.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule B.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,

Mary Fedorchak

mef/bhs
Encl.

Patrick F. Lennon | Charles E. Murphy | Kevin J. Lennon | Nancy R. Siegel | Anne C. LeVasseur | Coleen A. McEvoy

1861

From: Origin ID: BETA (203) 256-8600
 mary Fedorchak
 Lennon, Murph & Lennon, LLC
 Tide Mill Landing
 2425 Post Road
 Southport, CT 06890
 UNITED STATES



Ship Date: 17JUN09
 ActWgt: 1.0 LB
 CAD: 8215305/INET9060
 Account#: S *****

REF: 1861-09
 DESC-1: Legal Documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 1.00 USD
 T/C: S 371916547 D/T: R
 SIGN: mary Fedorchak
 EIN/VAT:
 PKG TYPE: ENV

SHIP TO: 2032568600

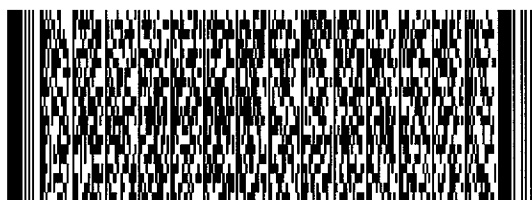
BILL SENDER

Mr. Elchin Mammadov
 Mr. Elchin Mammadov
 Bagdat Caddesi Cam
 Apt. No 285, Saïre 6

Caddebostaul Kadikoy, 34728
 TR

TRK# 7976 9009 9826
 0430

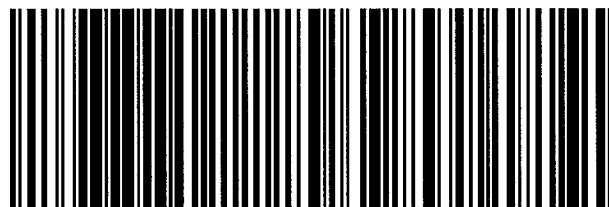
INTL ECONOMY



34728

-TR
 MEM

S2 *****



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.

The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract

CONSIGNEE COPY - PLEASE PLACE IN POUCH

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR CARRIAGE NOTICE. For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

From: Origin ID: BETA (203) 256-8600
 mary Fedorchak
 Lennon, Murph & Lennon, LLC
 Tide Mill Landing
 2425 Post Road
 Southport, CT 06890
 UNITED STATES



Ship Date: 17JUN09
 ActWgt: 1.0 LB
 CAD: 8215305/INET9060
 Account#: S *****

REF: 1861-09
 DESC-1: Legal Documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 1.00 USD
 T/C: S 371916547 D/T: R
 SIGN: mary Fedorchak
 EIN/VAT:
 PKG TYPE: ENV

SHIP TO: 2032568600

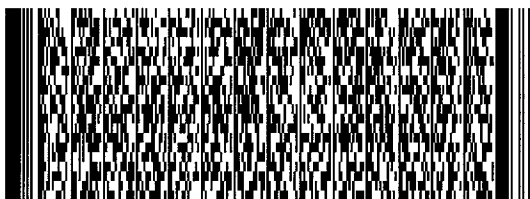
BILL SENDER

Mr. Elchin Mammadov
Mr. Elchin Mammadov
Bagdat Caddesi Cam
Apt. No 285, Saire 6

Caddebostaul Kadikoy, 34728
TR

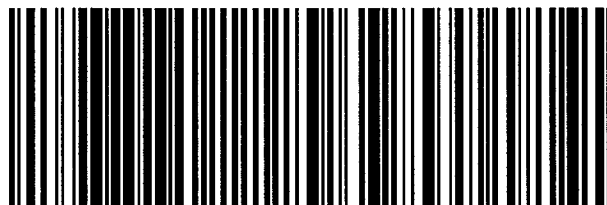
TRK# 7976 9009 9826
 0430

INTL ECONOMY



S2 *****

34728
-TR
MEM



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.

The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR CARRIAGE NOTICE. For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

Mary E. Fedorchak

From: TrackingUpdates@fedex.com
Sent: Monday, June 22, 2009 6:15 AM
To: Mary E. Fedorchak
Subject: FedEx Shipment 797690099826 Delivered
OutlookEntryID: 00000000D4F015095B97E34FA8A65E61C5033BAC0700EB627406B5F9734C8BBCB580F08DA
TimeMattersID: ME3A19C4B5D52233
TM Matter No: 1861-09
TM Matter Reference: Kolmar Group AG v. Gilkes Holding Group Ltd. and Gilkes Holding Inc.

This tracking update has been requested by:

Company Name: Lennon, Murph & Lennon, LLC
Name: mary Fedorchak
E-mail: mef@lenmur.com

Our records indicate that the following shipment has been delivered:

Reference: 1861-09
Ship (P/U) date: Jun 17, 2009
Delivery date: Jun 22, 2009 11:49 AM
Sign for by: D.ARBAS
Delivered to: Receptionist/Front Desk
Service type: FedEx International Economy
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 1.50 lb.
Special handling/Services: Airbill Automation
Deliver Weekday

Tracking number: 797690099826

Shipper Information	Recipient Information
MARY FEDORCHAK	MR. ELCHIN MAMMADOV
LENNON, MURPH LENNON, LLC	MR. ELCHIN MAMMADOV
TIDE MILL LANDING; 2425POST ROAD	BAGDAT CADDESI CAM; APT. NO
SOUTHPORT	285, SAIRE 6
CT	CADDEBOSTAUL KADIKOY
US	TR
06890	34728

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 5:15 AM CDT on 06/22/2009.

[Learn more](#) about new ways to track with FedEx.

All weights are estimated.

6/23/2009

To track the latest status of your shipment, click on the tracking number above, or visit us at fedex.com.

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

Thank you for your business.